

**ITEL  
RAIL**

RECORDATION NO. 9936

JAN 20 1983 12 25 PM

INTERSTATE COMMERCE COMMISSION

55 Francisco  
San Francisco, California 94133  
(415) 955-9090  
Telex 34234

January 4, 1983

RECORDATION NO. 9936

No.

JAN 20 1983 12 25 PM

Date JAN 20 1983

Fee \$ 20.00

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

ICC Washington, D. C.

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation under the Lease Agreement dated June 21, 1978, (the "Lease") between Itel Corporation, Rail Division ("Itel") and American Rail Heritage, Ltd. d/b/a Crab Orchard and Egyptian Railroad ("Lessee"), which was filed on December 22, 1978 at 3:55 p.m. and given recordation No. 9936, four counterparts each of the following two documents:

*This may be 9936-H*  
Amendment No. 7 dated September 30, 1982 to the Lease between Itel and Lessee.

*This may be 9936-F*  
Amendment No. 8 dated October 29, 1982 to the Lease between Itel and Lessee.

The names and addresses of the parties to the aforementioned Amendments are:

1. American Rail Heritage, Ltd. d/b/a  
Crab Orchard and Egyptian Railroad  
514 N. Market Street  
Marion, Illinois 62959
2. Itel Corporation, Rail Division  
55 Francisco, 7th Floor  
San Francisco, California 94133

The equipment covered by these Amendments is one hundred five (105) 70-ton flatcars, AAR mechanical designation FC, bearing reporting marks within the series COER 10000-10099 and COER 250000-250099.

Also enclosed is a check in the amount of \$20.00 for the required recording fees.

RECEIVED  
JAN 20 12 17 PM '83  
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FEE OPERATION BR

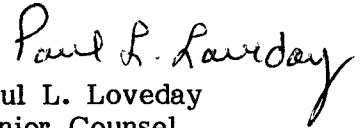
*Counterpart*

*Maurice R. Leph*

Ms. Agatha Mergenovich, Secretary  
January 6, 1983  
Page Two

Please stamp all counterparts of the enclosed Amendments with your official recording stamp. You will wish to retain one (1) counterpart of each document for your files; it is requested that the remaining three (3) counterparts of each document be returned to the bearer of this letter.

Sincerely,



Paul L. Loveday  
Senior Counsel

PLL:dmm  
Enclosures

cc: Michael Walsh, Esq.  
Weil, Gotshal & Manges  
767 Fifth Avenue  
New York, New York 10020

Robert S. Clark, Esq.  
Senior Trust Officer  
First Security Bank of Utah, N.A.  
Corporate Trust Division  
79 South Main Street  
Salt Lake City, Utah 84125

Doug Drummond  
Itel Corporation

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**1/20/83**

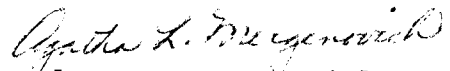
**OFFICE OF THE SECRETARY**

**Paul L. Loveday**  
**Itel Rail Div.**  
**55 Francisco**  
**San Francisco, Calif. 94153**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/20/83** at **12:25pm**, and assigned recordation number(s). **9936-I, 9936-J & 8799-N**

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

L-0375  
10/1/82

RECORDATION NO. 9936-1 Filed 1425

JAN 20 1983 - 25 PM

AMENDMENT NO. 7

INTERSTATE COMMERCE COMMISSION

**THIS AMENDMENT NO. 7** (the "Amendment") to that certain Lease Agreement (the "Lease") made as of June 21, 1978 between ITEL Corporation, Rail Intermodal Division, now doing business as **ITEL CORPORATION, RAIL DIVISION** as lessor ("Lessor") and **AMERICAN RAIL HERITAGE, LTD. d/b/a CRAB ORCHARD AND EGYPTIAN RAILROAD** as lessee ("Lessee") is made this 30th day of September, 1982 by and between Lessor and Lessee.

**W I T N E S S E T H:**

**WHEREAS**, Lessor and Lessee are parties to the Lease pursuant to which two hundred (200) flatcars bearing the reporting marks COER 100000-100099 and COER 250000-250099 (hereinafter referred to as "Flatcar(s)") have been leased and delivered by Lessor to Lessee, of which thirty-five (35) of such Flatcars are no longer subject to the Lease pursuant to a termination letter dated as of September 29, 1981; and pursuant to which two hundred (200) flatcars bearing the reporting marks COER 100100-100299 have not been delivered by Lessor to Lessee;

**WHEREAS**, pursuant to Amendment No. 3 to the Lease, dated October 20, 1981, Equipment Schedule No. 7 was deleted and replaced by Amended Equipment Schedule No. 7 to reflect the Flatcars subject to the Lease pursuant to the termination letter dated September 29, 1981;

**WHEREAS**, pursuant to the termination letters dated July 22, 1982 and August 12, 1982 from Lessor to Lessee, the Lease was terminated with respect to sixty (60) Flatcars bearing reporting marks within the series COER 100000 through and including COER 100049 and COER 250000 through and including COER 250099 as described in Equipment Schedule No. 1 and Amended Equipment Schedule No. 7, attached to and incorporated into the Lease;

**WHEREAS**, Lessor and Lessee desire to amend the Lease to reflect the Flatcars remaining subject to the Lease;

**WHEREAS**, pursuant to Amendment No. 6 to the Lease, dated February 8, 1982, Lessee and Brillion and Forest Railroad Company ("BFJR") entered into an assignment agreement which expired on August 31, 1982;

**WHEREAS**, Lessor and Lessee agree that it is to their mutual benefit to place for a period of time twenty-four (24) flatcars bearing the reporting marks set forth on Exhibit A attached hereto (hereinafter called "24 Flatcars") into an assignment pool on the railroad line of another party in order to improve the utilization of and revenue from the 24 Flatcars.


**NOW, THEREFORE**, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Lease as follows:

- I. All terms defined in the Lease shall have their defined meanings when used in this Amendment.

2. Equipment Schedule No. 1, executed on September 11, 1978, which is attached to and incorporated into the Lease, shall be deleted in its entirety, and Equipment Schedule No. 1.A., attached hereto, shall be substituted therefor.
3. Amended Equipment Schedule No. 7, executed on December 21, 1981, which is attached to and incorporated into the Lease, shall be deleted in its entirety, and Equipment Schedule No. 7.A., attached hereto, shall be substituted therefor.
4.
  - A. Lessor and Lessee agree that the 24 Flatcars described in Equipment Schedule No. 7.A. attached hereto shall be placed for the period of time specified in the Assignment Agreement (as hereinafter defined) into an assignment pool on the railroad lines of BFJR in order to improve the utilization of and revenue from the 24 Flatcars.
  - B. For the purposes of paragraph 13 of the Lease, Lessor hereby consents to the execution and delivery, in the name of Lessee, of an assignment agreement (to be hereinafter referred to as "Assignment Agreement") with BFJR covering the 24 Flatcars. Under said Assignment Agreement, Lessee shall place the 24 Flatcars in the possession of BFJR with the right in BFJR to utilize the 24 Flatcars in interline revenue service under Lessee's reporting marks. Such Assignment Agreement shall contain such terms and conditions as Lessor shall approve; provided however, Lessee shall take appropriate action to terminate the Assignment Agreement on the date of the next termination opportunity upon receiving instructions from Lessor to do so.
  - C. The Lease shall remain in effect with respect to all of the flatcars subject to the Lease, including the 24 Flatcars, provided that, with respect solely to the 24 Flatcars, Section 6 of the Lease shall be amended by the substitution of the number "100%" in lieu of the number "92%" each time that it appears during the period from the compliance date ("Compliance Date" as hereinafter defined) to and including the expiration or termination date of the Assignment Agreement (to be hereinafter referred to as the "Ending Date"). Section 6 of the Lease shall be reinstated as it originally appears with respect to the 24 Flatcars upon the Ending Date. The Compliance Date, with respect to each Flatcar, shall be the date on which the Assignment Agreement is executed according to the terms and conditions set forth by Lessor.
5. Nothing herein contained shall (i) be deemed to constitute a waiver of or otherwise modify, affect or impair any sums due to Lessor or Lessee with respect to any Flatcar under the terms and conditions of the Lease with regard to any period of time prior to the Compliance Date or after the Ending Date, or (ii) be deemed to constitute a waiver or otherwise modify, affect or impair the powers, rights, or remedies vested in or available to Lessor or Lessee with respect to any Flatcar under the terms and conditions of the Lease with regard to any period of time prior to the Compliance Date or after the Ending Date.
6. Nothing set forth in this Amendment with respect to the Lease represent a waiver by the parties thereto of any rights under the Lease or the Bankruptcy Code and is not an assumption of the Lease under the Bankruptcy Code, and in the event of rejection of the Lease by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Lease.

7. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
8. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.


ITEL CORPORATION,  
RAIL DIVISION

By: 

Title: President

Date: 12/16/82

AMERICAN RAIL HERITAGE, LTD.,  
d/b/a CRAB ORCHARD AND  
EGYPTIAN RAILROAD

By: 

Title: President

Date: October 4, 1982

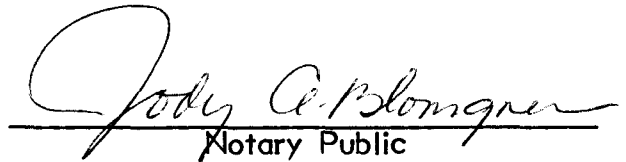
L-0375

EXHIBIT A

COER 250001  
250004  
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COUNTY OF SAN FRANCISCO

On this 16<sup>th</sup> day of December, 1982, before me personally appeared M. O'Dea, to me personally known, who being by me duly sworn says that such is President of Itel Corporation, Rail Division, that the foregoing Amendment was signed on behalf of said corporation by authority of its board of directors, such person acknowledged that the execution of the foregoing instrument was the act and deed of said corporation.



COUNTY OF Williamson

by me duly sworn says that such person is President of American Rail Heritage, Ltd. d/b/a Crab Orchard and Egyptian Railroad, that the foregoing Amendment No. 7 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation. /

Notary Public



L-0375

EQUIPMENT SCHEDULE NO. I.A.

Itel Corporation, Rail Division hereby leases the following Cars to American Rail Heritage, Ltd., d/b/a Crab Orchard and Egyptian Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 21, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
FC	70-Ton Flush Deck Flat Cars for Trailer and Con- tainer Service	COER 100000- 100030; 100050- 100099	89'4"	N/A	N/A	N/A	81

ITEL CORPORATION, RAIL DIVISION

BY: 

TITLE: President

DATE: 12/16/82

AMERICAN RAIL HERITAGE, LTD.,  
d/b/a CRAB ORCHARD AND EGYPTIAN  
RAILROAD

BY: 

TITLE: President

DATE: October 4, 1982

L-0375

# EQUIPMENT SCHEDULE NO. 7.A.

Itel Corporation, Rail Division hereby leases the following Cars to American Rail Heritage, Ltd., d/b/a Crab Orchard and Egyptian Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 21, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
FC	70-Ton Flush Deck Flat Cars for Trailer and Con- tainer Service	COER	89'4"	N/A	N/A	N/A	24
		250001					
		250004					
		250008					
		250011					
		250017					
		250019					
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		250074					
		250077					

ITEL CORPORATION, RAIL DIVISION

AMERICAN RAIL HERITAGE, LTD.,  
d/b/a CRAB ORCHARD AND EGYPTIAN  
RAILROAD

BY:

TITLE:

DATE:

BY:

TITLE:

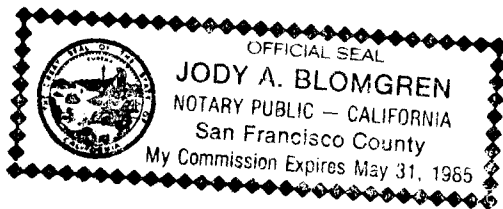
DATE:

Edward M. O'Dea  
President  
12/16/82

[Signature]  
President  
October 14, 1982

STATE OF CALIFORNIA           )  
COUNTY OF SAN FRANCISCO ) ss:

On this 16<sup>th</sup> day of December, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of IteI Corporation, Rail Division, that the foregoing Equipment Schedule Nos. 1.A. and 7.A. was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Jody A. Blomgren  
Notary Public

STATE OF Illinois )  
 ) ss:  
COUNTY OF Williamson )

On this Fourth day of October, 1982, before me personally appeared Hugh W. Crane, to me personally known, who being by me duly sworn says that such person is President of American Rail Heritage, Ltd. d/b/a Crab Orchard and Egyptian Railroad, that the foregoing Equipment Schedule Nos. 1.A. and 7.A. was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathy Lane  
Notary Public